

# **EXHIBIT C**


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## Terms of Use

Last updated: December 2, 2011

**If you are located outside the United States, we've changed the corporate entity that your legal agreement is with. Please see "Definitions" below.**

Welcome to Slide! The following agreement (these "**Terms**") describes the terms on which we offer you access to the Services, defined below. Capitalized terms used in these Terms shall have the meanings set forth below under "Definitions", or in the text of these Terms.

Our offer to allow you to access the Service is conditioned on your agreement to all of the terms and conditions contained in these Terms, including your compliance with the policies and terms linked to (by way of the provided URLs/hyperlinks) from this Agreement, such as our [Privacy Policy](#) and our [Copyright Policy](#). If you do not agree to be bound by these Terms in their entirety, you must cease accessing or otherwise using the Services in any way. YOUR USE OF ANY OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO THESE TERMS.

We may amend these Terms at any time in our sole discretion, effective upon posting the amended Terms at the domain of [www.slide.com/static/terms](http://www.slide.com/static/terms) where the prior version of these Terms were posted, or by communicating these changes through any written contact method we have established with you. Your use of the Services following the date on which such amended Terms are published will constitute consent to such amendments. However, if you cease using the Services upon such publication, your relationship with us will continue to be controlled by the previous version of these Terms. You agree that you will periodically check <http://www.slide.com/static/terms> for updates to these Terms, and read the messages we send you to inform you of any changes.

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### I. DEFINITIONS

"**Company**" shall mean each of Slide, Google Ireland, and/or any of their affiliates, individually and collectively. If you are in the United States or other countries in North America and South America, these Terms are a contract between you and Slide. If you are outside North and South America, these terms are a contract between you and Google Ireland.

"**Slide**" shall mean Slide, Inc. a Delaware Corporation.

"**Google Ireland**" shall mean Google Ireland Limited (registered number: 368047) with its registered office located at 1st and 2nd Floor, Gordon House, Barrow Street, Dublin 4, Ireland.

"**Services**" shall mean any of the internet based or other services offered by the Company, including, but not limited to, those listed at the bottom of this Agreement, whether through a website owned or controlled by the Company, through a social networking system, a mobile application, on your cell phone or otherwise.

"**User Contributed Content**" shall mean each and every item of content or other material (whether images, links, documents, text, writings, photographs, graphics, videos, greeting cards, "Skins", "Sketches", or files) uploaded by a user through the Service or otherwise integrated into the Service by a user.

"**User Created Art**" shall mean any intellectual property created by a user as part of his or her use of the Service.

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### II. WHAT THE COMPANY IS PROVIDING

- A. Subject to your acceptance of these Terms, the Company grants to you a non-exclusive, non-transferable, revocable limited license to use the Service and related software and to display the results of such Service for your personal non-commercial use. You agree not to use the Service for any other purpose, or to copy or distribute the content of the Service except as specifically allowed in these Terms. You also agree that you have no right to access, view or alter any source code or object code of the Company.

- B. The Company reserves the right to discontinue the Service or to change the content of the Service in any way and at any time, with or without notice to you, without liability.
- C. The Company grants you a limited revocable license to post an image of your User Created Content, on your own personal web site or on a third party web site that (i) permits posting of content at the direction of users provided that such third party web site does not obtain any rights to such content other than a non-exclusive license to post it at your direction, (ii) complies with all applicable laws, and (iii) does not contain material which, in the reasonable judgment of the Company, might adversely affect the value of the Services, or the Company's name or goodwill, and provided that you do not remove or obscure any Company branding on your User Created Content and do not disable any links contained therein. The Company expressly reserves all its rights and remedies and may revoke this limited license, in whole or in part, at any time upon notice.

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### III. YOUR AGREEMENTS

- A. You represent that you have the right, authority, and capacity to enter into the agreement represented by these Terms and to abide by all of the terms and conditions of these Terms.
- B. You represent to the Company that you are at least 13 years old, and if you are less than the age of consent in the jurisdiction in which you are located, your parent or legal guardian has reviewed these Terms, you have his or her permission to use the Service, and he or she has consented to these Terms on your behalf. (Please be aware that the Company may create certain areas on the Service that contain adult or mature content. You must be at least 18 years of age to access and view such areas.) If you are not at least 13 years old, you must discontinue using the Services immediately.
- C. You agree to be bound by any additional rules or policies published with respect to any application, forum, contest or game within the Service.
- D. You acknowledge that your use of the Service is conditioned upon your compliance with these Terms and any use of the Service in violation of these Terms will not only be regarded as a breach of these Terms, but also as an infringement of the Company's copyrights in and to the Service. The Company reserves the right to terminate your access to the Service without notice if you violate these Terms, and/or to pursue other remedies at law or in equity.
- E. You agree not to copy, redistribute, publish or otherwise exploit material from the Service, except as expressly permitted herein, without the express prior written permission of the Company.
- F. You warrant that any User Created Art is your original work and that your contribution to the User Created Art does not violate any third party's privacy rights, publicity rights, copyrights, trademarks or other intellectual property rights, and you agree to pay all royalties, fees, and any other amounts that may be owing to any person with respect to your contribution to User Created Art.
- G. You represent that you have the right to display each and every item of User Contributed Content which you have released through the Service, including the right to display all copyrights, trademarks, trade names and similar intellectual property interests reflected therein or thereon.
- H. You acknowledge that you do not rely on the Company to monitor or edit the Service and that the Service may contain content which you find offensive and you hereby waive any objections you might have with respect to viewing such content.
- I. You agree that all goodwill that arises in connection with your use of the Services or the Company's trademarks inures exclusively to the Company, and you agree not to challenge the Company's ownership or control of any Company trademarks and trade names, nor use or adopt any trademarks or trade names that might be confusingly similar to such trademarks.
- J. You agree that if you access the Service through a social network or other mechanism other than a website owned or controlled by the Company, you must be a registered member of that social network and be in compliance with the policies or terms of use/service of that network.
- K. You agree that these Terms do not entitle You to any support, upgrades, updates, add-ons patches, enhancements, or fixes for the Services (collectively, "**Updates**"). The Company, however, may occasionally provide automatic Updates to the Services at its sole discretion (and without any advanced notification to you). Any such Updates for the Services shall become part of the Services and subject to these Terms.
- L. You acknowledge that we may delete your account for any reason or for no reason at all, and if we delete your account as provided in these Terms (for example because of your violation of our Copyright Policy), you will lose all Virtual Goods and Virtual Currencies in your account, whether those items were provided to you gratuitously, or due to a payment of cash or the performance of services, and in such event, the Company shall have no obligation to make any refund to you. Until such times as these Terms are changed to the contrary, you will have no right to convert our virtual currency into actual money or into any tangible property.
- M. You agree to follow the rules set forth below under "User Conduct".

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### IV. OWNERSHIP OF COMPANY INTELLECTUAL PROPERTY

- A. Unless otherwise specified in writing, all materials that are part of the Service are owned, controlled, or licensed by the Company and are protected by law from unauthorized use. The entire contents of the Service are copyrighted under the United States copyright laws and/or similar laws of other jurisdictions. The Company, its logos, and all product names are trademarks of the Company and may not be used without the express written permission of the Company.
- B. You do not acquire any ownership rights by using the Service, downloading material from or uploading material to the Service, or by purchasing any virtual goods or virtual currency (see Section VI, below).

- C. You agree not to copy, redistribute, publish or otherwise exploit material from the Service, except as expressly permitted herein, without the express prior written permission of the Company.

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## V. OWNERSHIP OF INTELLECTUAL PROPERTY CONTRIBUTED BY YOU OR CREATED BY YOU

### A. User Contributed Content:

1. The Company does not claim ownership of User Contributed Content;
2. By sharing User Contributed Content through the Service, however, you agree that you are granting permission for reproduction/printing of such content by any recipient or viewer of such content for his or her personal use and by the Company solely to provide the Service to you and others, to market the Service, and to illustrate the operation of the Service. You understand that the Service may involve the transmission of content over various networks and changes to content to conform and adapt to technical requirements of connecting networks, devices or display media.

### B. User Created Art:

1. You understand and agree that (i) to the greatest extent permitted by applicable law, User Created Art, and any related intellectual property rights are "works made for hire" and are compensated by right to use the Service, (ii) the Company is the sole owner of all rights in such User Created Art, and you assign to the Company without royalty or any other further consideration your entire right, title and interest (including patent rights, copyrights, trade secrets, mask work rights, and all other intellectual property rights throughout the world) in and to all intellectual property contained in any User Created Artwork, (iii) the Company has the right to use, modify, reproduce and distribute the User Created Art and to make derivative works thereof and/or to license such User Created Art to any person, and (iv) the Company may exercise these rights in any and all formats; on or through any and all media, software, formula or medium now known or hereafter known; and with any technology or devices now known or hereafter developed and to advertise, market and promote same.
2. You understand that the Company is not obligated to pay you anything for your User Created Art, or to feature or otherwise display your User Created Art on any web page, and that the Company is entitled to use your User Created Art for any purpose, to include it on tee shirts or coffee mugs or elsewhere, all without any obligation to identify you as the creator thereof or otherwise acknowledge your contribution.
3. To the extent that the Company is determined, for any reason not to be the owner of any element of any User Created Art (including all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights")), you hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. You further agree that you will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

### C. Comments, Feedback, Suggestions, Ideas, And Other Submissions:

1. The Service may invite you to chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast User Contributed Content to the Company and/or to or via the Service, including, without limitation, text, writings, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "**User Content**"). Any material you transmit to the Company or otherwise through the Service will be treated as non-confidential and non-proprietary. All comments, feedback, suggestions, ideas, forum posts and other submissions ("**Ideas**") disclosed, submitted, or offered to the Company in connection with the use of the Service or otherwise and any chat, blog, message board, online forum, text, email or other communication with the Company ("**User Emails**") shall be the exclusive property of the Company. You agree that unless otherwise prohibited by law, the Company may use, sell, exploit and disclose the Ideas and/or the User Emails in any manner, without restriction and without compensation to you. For example, We may use User Content in a number of different ways, including displaying it on the internet, reformatting it, incorporating it into other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms.

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## VI. VIRTUAL CURRENCIES/GOODS/MOBILE APPS

- A. License to Use Virtual Currency.** You acknowledge that the Services include a component of fictional currency (sometimes called "Coins," "Gold," "Points," or "Top Dollars" and collectively "**Virtual Currency**"), which constitutes a limited license right to use a feature of our product when, as, and if allowed by the Company. The Company may charge fees for the right to use Virtual Currency, or may distribute Virtual Currency without charge, in its sole discretion. Regardless of terminology used, Virtual Currency represents a limited license right governed solely under these Terms, and is not redeemable for any sum of money or monetary value from the Company at any time, unless these Terms are amended to so provide. You agree that the Company has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Currency as it sees fit in its sole discretion, in any general or specific case, and that the Company will have no liability to you based on its exercise of such right.
- B. Value of Virtual Currency/Record Keeping.** The purchase price of Virtual Currency and what it can buy is expected to change over time. Initially it is anticipated that you may use such Virtual Currency to pay for certain Services offered for a fee ("**Premium Services**") and for virtual goods available through the Service ("**Virtual Goods**"). The price of each Premium Services, Virtual Goods and Virtual Currency may change over time, and some goods which previously were offered only for Gold and Gold itself, may subsequently be given away for free, and vice versa. The Company reserves the right, in its sole discretion, to make all calculations regarding the balance of Virtual Currency in your account, the number and character of Virtual Goods in your account, and to determine the number of Coins or Top Dollars or the amount of Gold that is credited thereto, and to determine the number of Coins or Top Dollars or the amount of Gold that is debited therefrom in connection with your activities related to Services. While we will do

our best to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that the Company's determination of the amount of Virtual Currency, the number and character of your Virtual Goods, and number of Coins or Top Dollars and/or the amount of Gold in your account is final, absent a showing of intentional miscalculation.

**C. Exchanging Virtual Currency With Other Users**

1. The Company may from time to time offer features through which it administers all or certain portions of transactions among users for the purchase, sale or exchange of the licensed right to use Virtual Currency and/or Virtual Goods. Notwithstanding any other language or context to the contrary, as used in these Terms and throughout the Service in the context of transfer of Virtual Currency and/or Virtual Goods:
  - a. the term "sell" means "to transfer for consideration to another user the licensed right to use Virtual Currency/Virtual Goods in accordance with these Terms,
  - b. the term "buy" means "to receive for consideration from another user the licensed right to use Virtual Currency/Virtual Goods in accordance with these Terms,
  - c. the term "gift" means "to transfer without consideration to another user the licensed right to use Virtual Currency/Virtual Goods,
  - d. the terms "trade" means "to exchange Virtual Goods with another user",
  - e. the terms "buyer," "seller", "donor", "transferor", "transferee", "sale", "purchase" and similar terms have corresponding meanings to the root terms "buy", "sell," "give", "trade" and "transfer",
  - f. the term "sell order" and similar terms mean a request from a user to the Company to list Virtual Currency and/or Virtual Goods for sale or exchange at a requested sale price,
  - g. the term "buy order" and similar terms mean a request from a user for the Company to match open sale listings with a requested purchase price and facilitate completion of the sale of Virtual Currency/Virtual Goods, and
  - h. the terms "wish list", "trade offer" and similar terms means a request from a user for the Company to list Virtual Goods in a forum where other users may offer to acquire such items in either a purchase or a trade transaction (in each case, in accordance with rules announced by the Company from time to time and only if the Company in its sole discretion decides to offer such opportunity).

If the Company offers such a feature, you agree and acknowledge that the Company may charge a fee in connection with any sale or exchange transaction, or deny any sell, buy or trade order individually or with respect to general volume or price limitations set by the Company for any reason or for no reason at all. The Company may also discontinue any such features in whole or in part at any time and for any reason.

2. Until such time as the Company offers such a feature, any trading, selling or exchanging of Virtual Currency or Virtual Goods among users is not sanctioned by the Company and users who participate in such activities do so at their own risk and agree to indemnify the Company against any adverse consequences resulting therefrom. Regardless of whether the Company offers any sanctioned trading mechanism, you acknowledge that the Company (i) may limit sellers, buyers or traders to any group of users at any time; and (ii) may (but has no obligation to) halt, suspend, discontinue, or reverse any Virtual Currency/Virtual Good transaction (whether proposed, pending or past) in cases of actual or suspected fraud, violations of other laws or regulations, or deliberate disruptions to or interference with the Service.
3. The Company is not responsible for the terms of any sale or exchange. It is up to each user to determine what consideration is appropriate for each item or group of items. The Company's sole responsibility, should it choose to offer any "escrow" services is to ensure that the items placed in escrow are released to each user at the same time. The Company is in no way responsible for ensuring that any user lives up to promises made by that user, that any user completes any trade or sale which such user has proposed, or to moderate the activities of any user or group of users. Furthermore, the Company is in no way responsible for the accuracy, integrity, completeness, quality, legality, usefulness, safety, and IP rights of any forum posts, commentary, ratings or compliments made by one user about other users or groups of users, and has no responsibility to offer other users an equivalent opportunity to respond.

- D. Virtual Currency/Virtual Goods Have No Cash Value.** You acknowledge and agree that Virtual Currency and Virtual Goods have no cash value and that neither the Company nor any other person has any obligation to exchange your Virtual Currency/Virtual Goods for anything of value. In the event that at some future date the Company, in its sole discretion decides to allow you to redeem or exchange Virtual Currency/Virtual Goods for real world goods or to exchange Virtual Currency/Virtual Goods for cash, you understand that you may have to pay a fee for such service and provide the Company with information about yourself, such as your social security number and mailing address and to execute a release agreement absolving the Company from all liabilities with respect thereto. The terms of any such exchange will be described in greater detail if such features are introduced, and will be repeated either in a revised version of these Terms.

**E. Limited Rights.**

1. Other than a limited, personal, revocable, non-transferable, non-sublicenseable license to use the Virtual Goods or Virtual Currency in the Service, you have no right or title in or to any such Virtual Goods or Virtual Currency appearing or originating in the Service, or any other attributes associated with use of the Service or stored within the Service.
2. The Company has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Currency and/or Virtual Goods as it sees fit in its sole discretion, and the Company shall have no liability to you or anyone for the exercise of such rights.
3. You acknowledge that if the Company believes that any items in your account were received in connection with any fraud or other unfair dealing, or if the Company decides for any reason or no reason at all that it is in the best interests of the Company, the Company may delete items from your account, or to debit your Virtual Currency balance, including by causing that balance to be negative.

- F. **All Sales Final.** You agree that all sales of Virtual Goods and Virtual Currency by the Company are final, as are all sales or exchanges of Virtual Goods with other users through the Service. No refunds will be given, except in the Company's sole and absolute discretion. All Virtual Goods and Virtual Currency will be forfeited if your account is terminated or suspended for any reason, in the Company's sole and absolute discretion, or if the Company discontinues providing the Service. In addition, in the event that one of the websites through which the Service is offered (such as [www.facebook.com](http://www.facebook.com) or [www.myspace.com](http://www.myspace.com)) terminates your account for any reason, you may lose all Virtual Goods or Virtual Currency in your account.
- G. **Policies related to Applications included with the Service and Mobile Services.** Installing or otherwise using any application included within the Service constitutes consent to be bound by these Terms, as well as our Copyright Policy and Privacy Policy, including all provisions related to (a) collection of information, (b) delivery of advertising, and (c) prohibition on certain activities. In addition, the Services may include certain services that are available via your mobile phone, including (i) the ability to upload content to the Company or social network sites via your mobile phone ("Mobile Uploads"), (ii) the ability to receive and reply to messages, to poke and receive pokes and to write wall posts using text messaging ("Mobile Communications"), (iii) the ability to access applications from your mobile phone ("Mobile Apps"), and (iv) the ability to access certain Services through a mobile application you have downloaded and installed on your mobile phone ("Mobile Slide") (collectively the "Mobile Services"). We do not currently charge for these Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such mobile Services. By using the Mobile Services, you agree that we may communicate with you regarding the Company and other entities, or allow other users to send you Mobile Communications by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

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## VII. ADDITIONAL RIGHTS OF THE COMPANY

- A. The Company has the right to refuse registration of, or cancel Your user account and/or User ID in its discretion for any reason or for no reason. Any content that has been uploaded through the Service, any Virtual Goods, Virtual Currency, Music (whether purchased or made available without charge) or other characteristic of your account (e.g., habitats, SuperPoke! Pets) may be deleted at any time without notice to you. The Company is exempt from liability to any person for any claim based upon its good faith termination of an account or disabling of access to or removal of any content, including material it believes, in its sole discretion to violate these Terms, regardless of whether the material ultimately is determined to be infringing or otherwise prohibited, regardless of whether such termination or disabling has the effect of erasing all virtual goods, music, virtual currency or other elements that may be reflected in your account. By using the Service, you agree that notice to you through an email to the email address you provided in your profile constitutes reasonable efforts to notify you of any removal or disabling if such notice is required, and if you have created an anonymous account, you waive the right to notice, if any is required.
- B. The Company has no obligation to monitor or enforce any intellectual property rights that may be associated with your User Created Art or User Contributed Content, but the Company does have the right to enforce such rights through any means it sees fit, including bringing and controlling actions on your behalf.
- C. The Company has no obligation to accept, display, review, monitor, or maintain any User Generated Art, User Contributed Content, user forum posts, commentary, ratings or compliments ("Comments"). We have the right to delete User Generated Art, User Contributed Content or Comments from the Service without notice for any reason at any time. The Company may move, re-format, edit, alter, distort, remove or refuse to exploit User Generated Art or User Contributed Content without notice to you and without liability. Notwithstanding the forgoing rights, the Company reserves the right to treat User Generated Art and User Contributed Content as content stored at the direction of users for which the Company will not exercise editorial control except as required to enforce the rights of third parties and the Content Restrictions set forth below when violations are brought to the Company's attention.
- D. **Contests, Sweepstakes, and Promotions.** From time to time you may be able to participate in contests, giveaways, sweepstakes or other similar promotions we sponsor. Participation may require sharing your personal information with us or third parties sponsoring the contest, giveaway, sweepstakes or promotion, and you should check the rules to determine how your information will be used and shared with others. The Company may announce rules in connection with any such opportunity, but regardless of whether specific rules are announced, all such opportunities will be controlled by the Company's "Contest Policies" set forth at [www.slide.com/static/contest](http://www.slide.com/static/contest). Any rules announced at the time of a contest will be in addition to the Contest Policies. In addition, as a condition to receiving any awards or prizes, you may be required to provide additional information, to sign a release, or to authorize the use of certain information about you in marketing materials. If a third party administers the contest, your participation may be subject to additional terms and conditions and that third party's privacy policy. We are not responsible for such third parties. You should carefully review the Contest Policies and these third parties' terms and conditions before deciding whether to participate in a contest publicized through the Service.

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## VIII. USER CONDUCT

In exchange for your being able to use the Services, you agree to be bound by the following obligations:

### A. Registration:

1. If you choose to register with the Company, you will provide us with an email address you own and use, a password and a username ("User ID"). You shall be solely responsible for maintaining the confidentiality of your password. You will also update your registration information with the Company from time to time so that it remains true, correct and complete. Even if you choose to create an anonymous account, you are still agreeing to all of these Terms.
2. You may not:

- a. use a false name or an email address owned or controlled by another person with the intent to impersonate that person or for any other reason;
- b. use as a User ID a name subject to any rights of a person other than yourself without appropriate authorization; or
- c. otherwise submit false or misleading information to the Company.

**B. No Changes to the Software/Prohibited Uses.** You may not and may not allow any third party to:

1. modify, adapt, disassemble, decompile, translate, reverse engineer or otherwise attempt to discover the source code or structure, sequence and organization of the Services or any portion of any website on which the Services are offered (except where the foregoing is required by applicable local law, and then only to the extent so required under such laws);
2. use the Service in any manner that could damage, disable, overburden, or impair the Service or another user's use of the Service;
3. remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices ("Notices") contained in or on the Service or any website on which the Service is offered, Company code embeddable or embedded on a third party web site and/or Company software and you shall reproduce such Notices exactly on all permitted copies of the software, Service or User Generated Art;
4. submit any content or material that falsely express or imply that such content or material is sponsored or endorsed by the Company; or
5. use the Services to violate the security of any computer network or transfer or store illegal material.

**C. Usage Rules:**

You agree that your use of and conduct on the Service (including any forum, message board, chat or other communication feature), your User Contributed Content and User Created Art shall be lawful and will not:

1. include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;
2. include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;
3. defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;
4. promote violence or describe how to perform a violent act;
5. violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity;
6. be in violation of these Terms, any local, state, federal or international law, rule or regulation or the rules of conduct posted with respect to any individual feature of the Services;
7. reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;
8. attempt to impersonate any other party;
9. create user accounts by automated means or under false pretenses or mislead others as to the origins of your communications;
10. trick, defraud or mislead the Company or other users, especially in any attempt to learn sensitive account information such as passwords;
11. make improper use of the Company's support services or submit false reports of abuse or misconduct;
12. engage in any commercial activities, including, without limitation, any attempt to raise money for anyone or advertise or promote a product, service, website, pyramid scheme or other multi-tiered marketing scheme, without the prior consent of the Company (obtained by requesting consent from [legal@slide.com](mailto:legal@slide.com));
13. create or transmit unwanted electronic communications such as "spam," to other users or members of Service or otherwise interfere with other users' or members' enjoyment of the Service;
14. disparage, tarnish, or otherwise harm, in the Company's opinion, the Company and/or the Service;
15. disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms ("PCMs"), or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices;
16. copy or adapt the Service's software including but not limited to Flash, PHP, HTML, JavaScript or other code;
17. reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service create to generate web pages or any software or other products or processes accessible through the Service;
18. except as may be the result of standard search engine or Internet browser usage, use or launch, develop or distribute any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Service, or use or launch any unauthorized script or other software;
19. cover or obscure any notice, banner, advertisement or other branding on the Service;

- 20. disguise the source of your User Contributed Content or other information you submit to the Service or use tools which anonymize your internet protocol address (e.g. anonymous proxy) to access the Service;
  - 21. interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, Content or the User Content;
  - 22. sell access to the Service or any part thereof including but not limited to Virtual Goods or Virtual Currency in exchange for real currency or items of monetary value other than through a mechanism approved by the Company; or
  - 23. involve cheating or any other activity deemed by the Company to be in conflict with the spirit or intent of the Service.
- D. The Company does not control or endorse the content, messages or information found in User Contributed Content and/or User Created Art portions of the Service or external sites that may be linked to or from a Company product or its forum and, therefore, the Company specifically disclaims any responsibility with regard thereto.
- E. The Service may contain or deliver advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

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#### IX. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- A. The Company may collect and collate a variety of information regarding the use of the Service by you or by people who use the Service through another website, watch your content through the Service on third-party websites, or visit social network pages on which you have installed applications included within the Service, and may cause the Service to communicate to the Company information about its offline operations. The Company is the sole owner of all such information it collects. Collection and management of such information is governed by our [Privacy Policy](#). You should also be aware that most video delivered through applications included within the Service originates with another content provider. Such other content providers may place "cookies" on your browser, or otherwise gather information about you, including by asking you to provide information through the video player itself. We cannot control the operation of video players inserted into applications included within the Service by users, and it is up to you to review the terms of use and privacy policy of the originators of such content.
- B. The Company uses industry-standard security measures to protect the loss, misuse and alteration of the information under our control. Although we make good faith efforts to store the non-public information uploaded to the Service or collected by the Company in a secure operating environment that is not available to the public, we cannot guarantee complete security. We cannot and do not guarantee that our security measures will prevent third party "hackers" from illegally accessing our site and obtaining access to content or information thereon.
- C. The Service may contain links to other websites. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on the Service, the inclusion of any application included within the Service on a third party's website or within a third party's system does not imply approval or endorsement of that website by us. If you decide to access or post any application included within the Service on these third-party websites, you do so at your own risk.
- D. The Company reserves the right to reveal your identity (or whatever information we know about you) in the event of a complaint or legal action arising from any message or other content posted by you or where such information is otherwise relevant. The Company may log all internet protocol addresses accessing the Services and other information about users' access, and maintain backup copies of content indefinitely. See our [Privacy Policy](#).

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#### X. DISPUTES WITH OTHERS

We reserve the right, but have no obligation, to monitor and/or manage disputes between you and other users of the Service. If you have a dispute with other users, you release the Company and hereby agree to indemnify the Company from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

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#### XI. DISCLAIMERS; LIMITATIONS; WAIVERS OF LIABILITY

- A. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF USE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "COMPANY PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.
- B. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT THE COMPANY PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE COMPANY



PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the internet or at any site or combination thereof, including injury or damage to your or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the web and/or in connection with the Services, including any mobile software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any content or personal injury or death, resulting from anyone's use of the Service, any content or third party applications, software or content posted on or through the Services or transmitted to users, or any interactions between users of the Service, whether online or offline.

- C. UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTY BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID THE COMPANY IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.
- D. Please note that a small number of people may experience epileptic seizures when exposed to certain light patterns on a computer screen like those displayed when using the Services. Consult your physician prior to using the Services if you have had any epileptic symptoms (such as eye or muscle twitches, dizziness, altered vision, disorientation, loss of awareness, involuntary movements or convulsions) and discontinue use of the Services immediately if you experience any such symptoms

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## XII. INDEMNIFICATION

You agree to indemnify and hold the Company (and any employee, officer, director or affiliate of the Company, each a "Company Person") harmless (including costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to or use of the Service, the violation of these Terms by you, the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, or for any content posted through the Service by you (including claims related to defamation, invasion of privacy, or other violation of a person's rights). Your obligations under the foregoing indemnity may not be offset against any other claim you may have against the Company or any Company Person. You remain solely responsible for all content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Slide Service. You agree that the provisions in this paragraph will survive any termination of your account(s) or the Service.

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## XIII. TERM AND TERMINATION

Unless terminated by the Company, these Terms will remain in full force and effect while you use any of the Services. Subject to the last sentence of this Section XIII, You may terminate the agreement reflected in these Terms at any time by deleting the any application included within the Service from your computer and from any social networking site or other website on which you have installed any element of the Services and ceasing to use the Service. The Company may terminate this Agreement at any time, particularly if you violate any provision of these Terms. Any termination of these Terms shall also terminate the licenses granted hereunder. Upon termination of these Terms for any reason, you shall destroy and remove from all computers, and other storage media all copies of the any intellectual property owned by the Company. The Company shall have the right to inspect and audit your facilities to confirm the foregoing. Your representations in Section III and the provisions of Sections XI through XIV and any other provision which by their nature are designed to survive termination shall survive any termination or expiration of this Agreement.

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## XIV. MISCELLANEOUS

### A. Governing Law/Resolution Of Disputes/Waiver Of Injunctive Relief

1. These Terms and all aspects of the Service shall be governed by and construed in accordance with the internal laws of the United States and the State of California governing contracts entered into and to be fully performed in California ([Le](#), without regard to conflict of laws provisions) regardless of your location. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state court of Santa Clara County, California, and federal court located in San Francisco County, California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state court located in Santa Clara County, California, and federal court located in San Francisco County, California.
2. You acknowledge that the rights granted and obligations made hereunder to the Company are of a unique and irreplaceable nature, the loss of which shall irreparably harm the Company and which cannot be replaced by monetary damages alone so that the Company shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any)
3. **Informal Negotiations.** To expedite resolution and control the cost of any dispute, controversy or claim related to these Terms ("Dispute"), you and the Company agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to Slide Inc. 1600 Amphitheatre Parkway, Mountain View, CA 94043, ATTENTION: LEGAL DEPARTMENT.
4. **Binding Arbitration.** If you and the Company are unable to resolve a Dispute through informal negotiations, either you or the Company may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and

binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, the Company will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and the Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

5. **Restrictions.** You and the Company agree that any arbitration shall be limited to the Dispute between the Company and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
6. **Exceptions to Informal Negotiations and Arbitration.** You and the Company agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or the Company's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

#### B. Waiver/Severability

1. The failure of the Company to require or enforce strict performance by you of any provision of these Terms or to exercise any right under them shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. In fact, the Company may choose to enforce certain portions of these Terms more strictly or to interpret certain provisions more strictly against certain users than it does against users in general, and such disparate treatment shall not be grounds for failing to comply with all these Terms as so interpreted.
2. You and the Company agree that if any portion of these Terms, except any portion of section XIII(A)(5), is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect. If Section XIII(A)(5) is found to be illegal or unenforceable then neither you nor the Company will elect to arbitrate any Dispute falling within that portion of Section XIII(A)(5) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of Santa Clara, State of California, United States of America, and you and the Company agree to submit to the personal jurisdiction of that court.

- C. The Company operates and controls the Service from its offices in the United States. The Company makes no representation that the Service is appropriate or available in other locations. The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject the Company to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Software from the Service may be subject to United States export controls. Thus, no software from this Service may be downloaded, exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. These Terms are effective until terminated by either party. You may terminate these Terms by destroying all Service-related materials obtained from the Service, the Company or any other web site or source. The privileges granted to you under these Terms will terminate immediately and automatically without notice from the Company if, in our sole discretion, you fail to comply with any term or provision of these Terms. Neither the course of conduct between the parties nor trade practice will act to modify these Terms to any party at any time without any notice to you. You may not assign these Terms without the Company's prior written consent. These Terms contain the entire understanding of you and the Company, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or modified by you except as posted on the Service by the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon the Company's request, you will furnish the Company any documentation, substantiation or releases necessary to verify your compliance with these Terms. You agree that these Terms will not be construed against the Company by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

#### D. Statute of Limitations.

You and the Company both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, Terms or Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

#### E. Complaints or Notices.

The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on or in the Service in a way that may constitute copyright infringement, you may provide notice of your claim to the Company as outlined in the Company's [Copyright Policy](#). If you believe that any material on the Service violates these Terms, please notify the

Company as soon as possible by sending an email to [abuse@slide.com](mailto:abuse@slide.com), or by mailing a letter to: Slide Abuse, c/o Google Inc., 345 Spear St. 4th Floor, San Francisco, CA 94105, or by faxing (415) 520-9785

- F. **Third Party Notices And Licenses.** In order to use the Service, you may have had to download a Flash Player from Adobe Systems Incorporated. Use of the Flash Player is subject to Adobe's Terms of Service. See <http://www.adobe.com/misc/copyright.html> Mapping services may use software and other information from Google Maps (See Google Maps' Terms of Service), Yahoo Maps (see Yahoo Maps' Terms of Service) and/or [www.geonames.org](http://www.geonames.org).
- G. **International Use.** The Company makes no representation that the Service is appropriate or available for use in locations outside the United States, and accessing it from territories where any feature of the Services is illegal is prohibited. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws. The Services may be further subject to United States export controls. No Services may be downloaded or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Services is at your sole risk.
- H. **No Third Party Beneficiaries.** These Terms are between you and the Company. No user has any rights to force the Company to enforce any rights it may have against any you or any other user.
- I. **Government Use.** If You are a part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the any of our products or Services is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Service and any related software is a "commercial item," "commercial computer software" and "commercial computer software documentation". In accordance with such provisions, any use of the Service by the Government shall be governed solely by these Terms.

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Copyright Policy at [www.slide.com/static/copyright](http://www.slide.com/static/copyright).

Privacy Policy at [www.slide.com/static/privacy](http://www.slide.com/static/privacy).

General Contest Policies at [www.slide.com/static/contest](http://www.slide.com/static/contest).

The Company is an entity offering the transmission, routing, or providing of connections for digital online communications, between or among points specified by a user of material of the user's choosing, without modification of the content of the material sent or received ("transitory digital network communications"), as well as system caching, storage of material residing on a system or network at the direction of a user, and referral or linkage of users to an online location using information location tools, each through the website located at <http://www.slide.com>, and any linked pages or applications owned and operated by the Company.

Please contact us at [legal@slide.com](mailto:legal@slide.com) with any questions regarding this Agreement.

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